
PART TEN:

Victims of Domestic Violence or Sexual Assualt

(For more information, see A.R.S. § 33-1318)

I. Changing the locks

If you are a survivor of domestic violence or sexual assault, you may require the landlord to rekey existing locks or replace the locks with equal or better locks.

- A. You must pay the cost of the rekey or installation.
- B. The landlord has a right to keep a key to rekeyed or new locks, and to deny a key to any person named in a protective order or law enforcement report, other than the victim.
- C. The landlord shall also deny access to those named in a protective order to retrieve property without a police officer or other law enforcement escort.

II. Breaking your rental agreement because of domestic violence or sexual assault

- A. You may terminate a rental agreement early if you are a victim of domestic violence or sexual assault that happened in the rental unit and you are trying to move due to a recent act of violence.
 - 1. To terminate your rental agreement because of domestic violence or sexual assault, you must give your landlord written notice within thirty (30) days following the incident. If you wait more than 30 days, you may only break the rental agreement if the landlord is willing to waive this time limit. (See Form M)
 - a. The notice must state that you are:

A victim of domestic violence, which is defined as a person who is a victim of a dangerous crime, committed by someone they were married to, had a child with, or is related to through marriage or blood. (A.R.S. § 13-3601); or

A victim of a sexual assault that occurred in your rental unit, which is defined as "a person commits sexual assault by intentionally or knowingly engaging in sexual intercourse or oral sexual contact with any person without consent of such person." (A.R.S. § 13-1406).

- b. In the notice, you must request that you be released from the rental agreement.
 - c. Unless you and the landlord agree upon a later date, the notice must contain a date to vacate that is no later than thirty (30) days after you give notice.
- 2. In addition to the notice, you must attach one of the following:
 - a. A copy of a protective order issued by a court; or
 - b. A copy of a police report that states you notified the police that you were a victim of domestic violence or sexual assault.
- 3. Your landlord may request that you provide the name and address of the person named in a protective order or report.
- 4. If you have a protective order, your landlord may also request a receipt or signed statement that a copy of the order has been given to a police officer to be served on the defendant.

B. Once you have given the above notice, you must pay rent and any other charges or bills owed through the date of move-out.

C. As long as the notice of breaking your rental agreement meets the requirements explained here, your landlord cannot keep your deposit or charge you other fees or penalties because you moved out early. But, just like any other move-out, if you leave any damages, the landlord may first apply the security deposit to the cost of repairs.

D. If the report or protective order is valid, the person who is named in the order or report, whether that person is part of the rental agreement or not, may be responsible for all additional charges or money losses that result from your early cancellation of the rental agreement.

E. Effect of Early Cancellation of the Rental Agreement on Multiple Tenants

- 1. If you cancel your lease under this section and your rental agreement includes other tenants, the lease for the other tenants will also be cancelled and they may be released from any obligation to pay rent on the remaining months of the rental agreement.
- 2. Additional tenants can enter into a new rental agreement with the landlord if they want to continue renting the property after the original rental agreement has been cancelled.

REMEMBER: THIS HANDBOOK IS NOT A SUBSTITUTE FOR LEGAL COUNSEL. IT CANNOT COVER ALL SITUATIONS OR CASES; IT ONLY SUGGESTS SOME METHODS FOR DEALING WITH COMMON PROBLEMS YOU WILL FACE.

PART ELEVEN:

Breaking Your Rental Agreement

I. Early Termination – Not for Domestic Violence.

- A. If you move out before your rental agreement ends, your landlord may charge you for the remainder of the rental agreement until he re-rents the rental unit if allowed in your rental agreement. Your rental agreement may also state that your landlord can charge you a set amount for breaking the rental agreement.
- B. If you choose to break your rental agreement, you should still do a move-out walk-through and take pictures of the rental unit in order to prevent your landlord from making false claims about damages to the rental unit.

II. Abandonment (For more information, see A.R.S. § 33-1370)

A. Abandonment means either:

- 1. You leave the rental unit without notice to the landlord for at least seven days; and
 - a. You have not paid your rent for at least ten days after it is due; and
 - b. There is no evidence you are living in the rental unit besides your property.

OR

- 2. You leave the rental unit for at least five days; and
 - a. You have not paid your rent for at least five days after it is due; and
 - b. None of your personal property is in the rental unit.

B. Landlord's obligations

- 1. The landlord must provide written notice to you that he believes the rental unit is abandoned by certified mail, return receipt requested, to both the last known address of the tenant and any other known address. Also, the landlord must post the notice on the door of the rental unit for five days.
- 2. The landlord can retake possession of the rental unit five days after the notice has been both posted and mailed. If this happens, any security deposit is forfeited.

3. After the landlord has retaken possession of the rental until he must store your possessions for fourteen (14) days. The landlord does not have to store your perishable items, plants, and animals. The landlord may throw away perishable items or items that are contaminated or pose a health and safety risk. Animals have to be taken to a shelter, boarding facility, be cared for by the landlord, or the landlord can call animal control. The landlord must tell you where your property is being held. After 14 days, the landlord may donate your personal property to a charitable organization or sell your property. Your landlord may dispose of any of your personal property if he reasonably determines that the value is so low that the cost of moving, storing, and selling the property is more than the amount that would be received at a sale. If the landlord sells your property, the landlord can apply the money received to any rent or monies owed. He must then mail any extra funds to you at your last known address.
4. You will need to pay for storage and moving costs to get most items back. Items that you can get back without having to pay fees first are listed in A.R.S. § 33-1370(F).

If your landlord does not follow the law, you can file a complaint in court against your landlord. (**See Part Six, Taking Legal Action Against Your Landlord**).

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(Form M)

Notice of Lease Termination Due to Domestic Violence or Sexual Assault

A.R.S. § 33-1318

Date: _____

Landlord Address: _____

Tenant Address: _____

I am a victim of domestic violence or a sexual assault that occurred in my dwelling.

Pursuant to Arizona Revised Statute §33-1318:

A tenant may terminate a rental agreement pursuant to this section if the tenant provides to the landlord written notice pursuant to this section that the tenant is the victim of domestic violence (A.R.S. § 13-3601) or sexual assault (A.R.S. § 13-1406).

I have provided a copy of my protective order issued pursuant to A.R.S. § 13-3602 as a victim of domestic violence or sexual assault or a copy of a written departmental report from a law enforcement agency that states that I have notified the law enforcement agency that I am a victim of domestic violence or sexual assault. [attach copy]

This notice informs you that I am terminating my rental agreement and will vacate the leased premises as of _____ [not more than 30 days from the date of service of this notice]. Under A.R.S. § 33-1318, because I am terminating lease as a victim of domestic violence, I am not liable for future rent and cannot be charged penalties or fees for the early termination of my lease.

Tenant Signature

This notice served by regular mail on: _____

Return receipt requested – tracking number: _____

Hand-delivered to (name/title): _____

Date and time of hand-delivery: _____

KEEP A COPY OF THIS COMPLETED FORM FOR YOUR RECORDS